

**REMARKS/ARGUMENTS**

Initially, Applicants would like to thank the Examiner for the detailed Office Action provided. Applicants would also like to thank the Examiner for indicating acceptance of the drawings filed in the present application on December 23, 2003, as well as for acknowledging Applicants' claim for priority under 35 U.S.C. § 119 and receipt of the certified copy of the priority document upon which the claim for foreign priority is based.

Applicants further note with appreciation the Examiner's acknowledgment of Applicants' Information Disclosure Statements filed in the present application on March 23, 2004, and June 15, 2004 by the return of the initialed and signed PTO-1449 Forms, and for consideration of the documents cited in the Information Disclosure Statement s.

In the outstanding Official Action, claims 1-4, 6, 7, 9, 16 and 17 were rejected under 35 U.S.C. §103(a) over GUEDALIA et al. (U.S. Patent No. 6,148,333) in view of FUJI XEROX Co Ltd (JP 2002-342060). Claim 5 was rejected under 35 U.S.C. §103(a) over GUEDALIA in view of FUJI XEROX, in further view of STEFIK et al. (U.S. Patent Publication No. 2001/0008557). Claim 8 was rejected under 35 U.S.C. §103(a) over GUEDALIA in view of FUJI XEROX, and further in view of NAKAO et al. (U.S. Patent Publication No. 2001/0054152). Claims 10, 11, 13 and 18 were rejected under 35 U.S.C. §103(a) over GUEDALIA in view STEFIK, and further in view of FUJI XEROX. Claim 12 was rejected under 35 U.S.C. §103(a) over GUEDALIA in view of STEFIK and FUJI XEROX. Claims 14 and 15 were rejected under 35 U.S.C. §103(a) over GUEDALIA in view of STEFIK.

Upon entry of the present amendment, claims 1-18 will have been canceled without prejudice or disclaimer. Claims 19-27 will have been added for consideration. Claims 19-25 recite features similar to the combinations previously recited in previous claims 7-11 and 13-15.

The cancellation of claims 1-18 should not be considered an indication of Applicants' acquiescence as to the propriety of any outstanding rejection. Rather, Applicants have cancelled claims 1-18 and added claims 19-27 for consideration in order to advance prosecution and to obtain early allowance of claims in the present application.

Each of the outstanding rejections has been rendered moot by the cancellation of claims 1-18. Nevertheless, Applicants traverse the outstanding rejections insofar as any or all of claims 19-27 recite features similar to the features previously recited in claims 1-18.

With respect to claims 19-21 and 27, GUEDALIA relates to a server that, when it provides image data to a user, determines a mode of display. The server has two policies: a default policy and a privilege policy (col.10, lines 23-67 and col.11, lines 1-57). Under the default policy, a user receives a message stating, for example, that "the image you have requested is not available to you". Or a user receives water-marked images (col.10, lines 47-67 and col.11, lines 1-6). On the other hand, under the privilege policy, for example, a user whose request is within the scope of the user's entitlements receives unmodified image data. However, a user whose request is outside the scope of the user's entitlements receives a water-marked image (col.11, lines 7-11).

GUEDALIA fails to disclose a server controlling a first printer to print original data without the water-mark when the user requests the server to print the transmitted

image data and an access right indicates that the user is permitted to print the original data and, on the other hand, the terminal apparatus controlling a second printer connected to the terminal apparatus to print the transmitted image data with the selected water-mark when the access right does not indicate that the user is permitted to print the original data.

Rather, GUEDALIA merely teaches that when access is granted (Fig.2, 270), an image server sends to a user unmodified image data for display (Fig.2, 220) and, on the other hand, when access is denied, the image server sends to the user modified image data (water-marked image data) for display (Fig.2, 280) (col.11, lines 49-57).

The Office Action cites FUJI XEROX to remedy the acknowledged deficiencies of GUEDALIA. However, FUJI XEROX fails to disclose those features noted above which are lacking in GUEDALIA. FUJI XEROX relates to a system in which a client 20-1 transmits to a document storing server 10 a request for browsing an original document stored in the document storing server 10, the document storing server 10 transmits to the client 20-1 data for browsing corresponding to the original document, the client 20-1 transmits to the document storing server 10 a request for printing the original document stored in the document storing server 10, the document storing server 10 transmits to a print server 30 data for printing corresponding to the original document, the print server 30 adds a water-mark to the data for printing, and the print server 30 transmits to a printer 40 the water-marked data for printing.

FUJI XEROX fails to disclose a server controlling a first printer to print original data without the water-mark when the user requests the server to print the transmitted image data and an access right indicates that the user is permitted to print the original data and, on the other hand, the terminal apparatus controlling a second printer connected

to the terminal apparatus to print the transmitted image data with the selected water-mark when the access right does not indicate that the user is permitted to print the original data.

Rather, FUJI XEROX discloses only a case where data transmitted from the print server 30 to printer 40 is water-marked, but does not disclose a case where data transmitted from the print server 30 to printer 40 is not water-marked.

Thus, claims 19-21 and 27 are not disclosed, suggested or rendered obvious by the combination of GUEDALIA and FUJI XEROX, whether considered alone or in any proper combination.

Regarding claim 19-21 and 27, NAKAO additionally discloses print log information (records of printing performed previously) (paragraph [0183]). However, NAKAO fails to disclose the above-noted features of, e.g., claims 19 and 27. Therefore, the features recited in pending claim 20 are not disclosed or rendered obvious over GUEDALIA in view of FUJI XEROX and NAKAO.

Accordingly, each of claims 19-21 and 27 are not disclosed, suggested or rendered obvious by the documents applied in the Official Action.

GUEDALIA also fails to disclose the server recited in claims 22, 24 and 28. That is, GUEDALIA teaches that there are two policies: a default policy and a privilege policy. However, one of a default policy and a privilege policy is selected, based on whether a user is authenticated (Fig.2, 230, 240 and 250, and col.11, lines 19-23). In other words, when the user is authenticated, the privilege policy is applied. On the other hand, when the user is not authenticated, the default policy is applied. Thus, in GUEDALIA, for example, when the user is authenticated, both the privilege policy and

the default policy can not be applied. Therefore, one of the privilege policy and the default policy does not need to have a priority with respect to the other.

On the other hand, according to various of the pending claims, when the document ID and the first user ID are input, the first water-mark associated with the first user ID and the second water-mark associated with the second ID can be selected, since the first user ID and the second user ID can indicate a predetermined user. The second user ID indicates a plurality of users, but the plurality of the users includes the predetermined user. Thus, in the present invention, the server selects the first water-mark as a priority with respect to the second water-mark, when the first water-mark and the second water-mark are stored in the second memory with respect to the document ID and the first user ID.

Thus, GUEDALIA does not disclose the features of, e.g., claims 22, 24 and 28.

The Office Action applies STEFIK and FUJI XEROX for claimed features acknowledged to be lacking in GUEDALIA. In this regard, STEFIK relates to a trusted rendering system for controlling the print of digital work. The trusted rendering system facilitates the protection of rendered digital works and controls the print of digital works through water-mark information.

However, STEFIK fails to disclose a server that, when the user requests the server to display the original data on a display portion of the terminal apparatus by inputting the document ID and the first user ID, determines whether the first water-mark and second water-mark are stored in the second memory with respect to the document ID and the first user ID, transforms the original data into image data, selects the first water-mark as a priority with respect to the second water-mark when the first water-mark and the second

water-mark are stored in the second memory with respect to the document ID and the first user ID, adds the selected first water-mark to the image data, and transmits the image data with the selected first water-mark to the terminal apparatus.

Rather, STEFIK merely teaches that a water-mark is embedded in a digital work for printing the digital work. In other words, STEFIK does not teach that two water-marks can be selected, based on one user ID. Thus, STEFIK does not contain any disclosure regarding the server recited in claims 22, 24 and 28. Thus, claims 22, 24 and 28 are not disclosed by STEFIK or the combination of GUEDALIA and STEFIK.

FUJI XEROX also fails to disclose the above-noted features of the pending claims. Rather, FUJI XEROX merely teaches that the print server 30 transmits to printer 40 the water-marked data. In other words, FUJI XEROX does not teach that two water-marks can be selected, based on one user ID. Thus, FUJI XEROX does not contain any disclosure regarding a server that, when the user requests the server to display the original data on a display portion of the terminal apparatus by inputting the document ID and the first user ID, determines whether the first water-mark and second water are stored in the second memory with respect to the document ID and the first user ID, and selects the first water-mark as a priority with respect to the second water-mark when the first water-mark and the second water-mark are stored in the second memory with respect to the document ID and the first user ID.

Thus, claims 22, 24 and 28 are not disclosed by FUJI XEROX, or the combination of FUJI XEROX, GUEDALIA and STEFIK.

Regarding claims 25 and 26, GUEDALIA fails to disclose a terminal apparatus that controls the local printer connected to the terminal apparatus as set forth above. That

is, none of the documents applied in the Office Action discloses a terminal apparatus controlling a local printer to print a document data with a water-mark when a user of the terminal apparatus requests printing of the document data with the water-mark, and requests the server to print the document data without the water-mark when the user requests printing of the document data without the water-mark, whereby the server controls the server printer connected to the server to print the document data without the water-mark.

Rather, GUEDALIA provides explanations regarding operations of a server, but does not contain explanations regarding operations of a terminal apparatus. Further, as discussed above regarding the image server, GUEDALIA fails to disclose the features relating to access rights as recited in the pending claims, and conditional printing by different printers as set forth in the pending claims.

STEFIK also fails to disclose the features of a terminal apparatus as recited in claims 25 and 26. Rather, STEFIK merely teaches a rendering system including a repository and a rendering device (see. paragraph [0055]). The rendering system may be a computer system, a digital audio system, or a printer. However, STEFIK provides explanations regarding operations of the repository, but does not contain explanations regarding operations of a terminal apparatus as recited in claims 25 and 26. Thus, STEFIK does not contain any disclosure regarding a terminal apparatus that controls the local printer connected to the terminal apparatus to print the document data with the water-mark when a user of the terminal apparatus requests printing of the document data with the water-mark, and requests the server to print the document data without the water-mark when the user requests printing of the document data without the water-mark,

whereby the server controls the server printer connected to the server to print the document data without the water-mark.


Therefore, the features recited in claims 25 and 26 are not disclosed or rendered obvious by GUEDALIA and STEFIK.

Accordingly, Applicants respectfully request reconsideration and withdrawal of each of the outstanding rejections, and an indication of the allowability of all the claims pending in the present application, in due course.

The amendments to the claims which have been made in this amendment, and which have not been specifically noted to overcome a rejection based upon the prior art, should be considered to have been made for a purpose unrelated to patentability, and no estoppel should be deemed to attach thereto.

Should the Examiner have any questions or comments regarding this Response, or the present application, the Examiner is invited to contact the undersigned at the below-listed telephone number.

Respectfully submitted,  
Takeshi OOTSUKA et al.

 **Joshua M. Povsner**  
**Reg. #42,086**  
Bruce H. Bernstein  
Reg. No. 29,027

April 4, 2007  
GREENBLUM & BERNSTEIN, P.L.C.  
1950 Roland Clarke Place  
Reston, VA 20191  
(703) 716-1191